

Laura Vartain Horn (SBN 258485)
KIRKLAND & ELLIS LLP
555 California Street, Suite 2700
San Francisco, CA 94104
Telephone: (415) 439-1625
laura.vartain@kirkland.com

Allison M. Brown (Admitted *Pro Hac Vice*)
KIRKLAND & ELLIS LLP
2005 Market Street, Suite 1000
Philadelphia, PA 19103
Telephone: (215) 268-5000
alli.brown@kirkland.com

Jessica Davidson (Admitted *Pro Hac Vice*)
KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, NY 10022
Telephone: (212) 446-4800
jessica.davidson@kirkland.com

Attorneys for Defendants

UBER TECHNOLOGIES, INC., RASIER, LLC,
And RASIER-CA, LLC

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

IN RE: UBER TECHNOLOGIES, INC.,
PASSENGER SEXUAL ASSAULT
LITIGATION

Case No. 3:23-md-03084-CRB

**ANSWER TO AMENDED
BELLWETHER COMPLAINT AND
DEMAND FOR JURY TRIAL**

This Document Relates to:

*Jaylynn Dean v. Uber Technologies, Inc., et
al.*, No. 3:23-cv-06708

Judge: Hon. Lisa J. Cisneros

Courtroom: G – 15th Floor

Defendants Uber Technologies, Inc.; Rasier, LLC; and Rasier-CA, LLC (together, “Uber” or “Defendants”), makes the following response to Amended Bellwether Complaint and Demand for Jury Trial:

1 **I. Designated Forum**

2 **RESPONSE TO PARAGRAPH NO. 1:**

3 Uber admits that Plaintiff has identified the Northern District of California as the federal district
4 court in which she would have filed in the absence of direct filing, but Uber further notes that the Court
5 has since ruled that the Northern District of California is an improper forum for this case. *See* ECF 3484,
6 Pre Trial Order No. 29 (July 16, 2025).

7 **II. Identification of Parties**

8 **RESPONSE TO PARAGRAPH NO. 2:**

9 Uber admits that Plaintiff has identified herself as Jaylynn Dean. Uber is without knowledge or
10 information sufficient to form a belief as to the truth of the other allegations in Paragraph 2 of the
11 Complaint and therefore denies the same.

12 **RESPONSE TO PARAGRAPH NO. 3:**

13 Uber admits that Plaintiff has represented that she resides in Muskogee, Muskogee County,
14 Oklahoma.

15 **RESPONSE TO PARAGRAPH NO. 4:**

16 Defendants admit that Plaintiff has brought the above-captioned lawsuit against Uber
17 Technologies, Inc., Rasier, LLC, and Rasier-CA, LLC, but deny Plaintiff is entitled to relief from any
18 Defendant.

19 **RESPONSE TO PARAGRAPH NO. 5:**

20 Uber denies the allegations in Paragraph 5 of the Complaint.

21 **RESPONSE TO PARAGRAPH NO. 6:**

22 Uber admits Plaintiff had access to the rider version of the Uber app at the time of the incident
23 forming the basis of this lawsuit. Uber is without knowledge or information sufficient to form a belief as
24 to the truth of the other allegations in Paragraph 6 of the Complaint as stated and therefore denies the
25 same.

26 **RESPONSE TO PARAGRAPH NO. 7:**

27 Uber is without knowledge or information sufficient to form a belief as to the truth of the
28 allegations in Paragraph 7 of the Complaint and therefore denies the same.

RESPONSE TO PARAGRAPH NO. 8:

Uber is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 8 of the Complaint and therefore denies the same.

RESPONSE TO PARAGRAPH NO. 9:

Uber admits an individual named Hassan Turay had access to the driver version of the Uber app on November 15, 2023. Uber is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 9 of the Complaint as stated, and therefore denies the same.

RESPONSE TO PARAGRAPH NO. 10:

Uber is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 10 of the Complaint and therefore denies the same.

RESPONSE TO PARAGRAPH NO. 11:

Uber is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 11 of the Complaint and therefore denies the same.

RESPONSE TO PARAGRAPH NO. 12:

Uber is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 12 of the Complaint and therefore denies the same.

RESPONSE TO PARAGRAPH NO. 13:

Uber is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 13 of the Complaint and therefore denies the same.

RESPONSE TO PARAGRAPH NO. 14:

Uber admits that the vehicle stopped before reaching the destination. Uber is without knowledge or information sufficient to form a belief as to truth of the remainder of the allegations in Paragraph 14 of the Complaint and therefore denies the same.

RESPONSE TO PARAGRAPH NO. 15:

Uber is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 15 of the Complaint and therefore denies the same.

RESPONSE TO PARAGRAPH NO. 16:

Uber denies the allegations in Paragraph 16 of the Complaint.

RESPONSE TO PARAGRAPH NO. 17:

Uber denies the allegations in Paragraph 17 of the Complaint.

RESPONSE TO PARAGRAPH NO. 18:

Uber is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 18 of the Complaint and therefore denies the same.

RESPONSE TO PARAGRAPH NO. 19:

Uber is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 19 of the Complaint and therefore denies the same.

RESPONSE TO PARAGRAPH NO. 20:

Uber is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 20 of the Complaint and therefore denies the same.

RESPONSE TO PARAGRAPH NO. 21:

Uber admits it had received feedback related to Mr. Turay but lacks knowledge or information sufficient to form a belief as to the truth of the content of the feedback. Uber is without knowledge or information sufficient to form a belief as to the truth of the remainder of the allegations in Paragraph 21 of the Complaint and therefore denies the same.

RESPONSE TO PARAGRAPH NO. 22:

Uber admits it received feedback which contained the quoted statement in Paragraph 22 of the Complaint but lacks knowledge or information sufficient to form a belief as to the truth of the statement's content and therefore denies the same.

RESPONSE TO PARAGRAPH NO. 23:

Uber admits it received feedback which contained the quoted statement in Paragraph 23 of the Complaint but lacks knowledge or information sufficient to form a belief as to the truth of the statement's content and therefore denies the same.

RESPONSE TO PARAGRAPH NO. 24:

Uber admits it received feedback which contained the quoted statement in Paragraph 24 of the Complaint but lacks knowledge or information sufficient to form a belief as to the truth of the statement's content and therefore denies the same.

RESPONSE TO PARAGRAPH NO. 25:

Uber admits it received feedback which contained the quoted statement in Paragraph 25 of the Complaint but lacks knowledge or information sufficient to form a belief as to the truth of the statement's content and therefore denies the same.

RESPONSE TO PARAGRAPH NO. 26:

Uber admits it received feedback which contained the quoted statement in Paragraph 26 of the Complaint but lacks knowledge or information sufficient to form a belief as to the truth of the statement's content and therefore denies the same.

RESPONSE TO PARAGRAPH NO. 27:

Uber admits Mr. Turay's access to the driver version of the Uber app was put on hold pending investigation of a rider's complaint. Uber admits that Mr. Turay regained access to the driver version of the Uber app after the claims made in the feedback were unsubstantiated. Uber denies the remainder of the allegations in Paragraph 27.

RESPONSE TO PARAGRAPH NO. 28:

Uber denies the allegations in Paragraph 28 of the Complaint.

RESPONSE TO PARAGRAPH NO. 29:

Uber denies the allegations in Paragraph 29 of the Complaint.

III. Causes of Action**RESPONSE TO PARAGRAPH NO. 30:**

Paragraph 30 of the Complaint is not directed to Uber and does not require a response. To the extent a response is required, Uber denies the allegations in Paragraph 30 of the Complaint.

IV. Additional Allegations in Support of Vicarious Liability Claims**RESPONSE TO PARAGRAPH NO. 31:**

Uber denies the allegations in Paragraph 31 of the Complaint.

RESPONSE TO PARAGRAPH NO. 32:

Uber is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 32 of the Complaint as stated and therefore denies the same.

RESPONSE TO PARAGRAPH NO. 33:

Uber is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 33 of the Complaint as stated and therefore denies the same.

RESPONSE TO PARAGRAPH NO. 34:

Uber is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 34 of the Complaint as stated and therefore denies the same.

V. Additional Allegations in Support of Fraud and Misrepresentation**RESPONSE TO PARAGRAPH NO. 35:**

Uber admits Mr. Turay's independent driver profile stated he was a dad. Uber denies the remaining allegations in Paragraph 35 of the Complaint.

RESPONSE TO PARAGRAPH NO. 36:

Uber is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 36 of the Complaint and therefore denies the same.

RESPONSE TO PARAGRAPH NO. 37:

Uber admits that Mr. Turay's independent driver profile included his picture and "star rating." Uber is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 37 of the Complaint and therefore denies the same.

RESPONSE TO PARAGRAPH NO. 38:

Uber denies the allegations in Paragraph 38 of the Complaint.

RESPONSE TO PARAGRAPH NO. 39:

Uber denies the allegations in Paragraph 39 of the Complaint.

RESPONSE TO PARAGRAPH NO. 40:

Uber denies the allegations in Paragraph 40 of the Complaint.

RESPONSE TO PARAGRAPH NO. 41:

Uber denies the allegations in Paragraph 41 of the Complaint.

RESPONSE TO PARAGRAPH NO. 42:

Uber denies the allegations in Paragraph 42 of the Complaint.

RESPONSE TO PARAGRAPH NO. 43:

Uber denies the allegations in Paragraph 43 of the Complaint.

RESPONSE TO PARAGRAPH NO. 44:

Uber is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 44 of the Complaint and therefore denies the same.

RESPONSE TO PARAGRAPH NO. 45:

Paragraph 45 of the Complaint does not require a response because the related claim was dismissed by the Court in PTO 28. To the extent a response is required, Uber denies the allegations in Paragraph 45 of the Complaint.

RESPONSE TO PARAGRAPH NO. 46:

Paragraph 46 of the Complaint does not require a response because the related claim was dismissed by the Court in PTO 28. To the extent a response is required, Uber denies the allegations in Paragraph 46 of the Complaint.

RESPONSE TO PARAGRAPH NO. 47:

Paragraph 47 of the Complaint does not require a response because the related claim was dismissed by the Court in PTO 28. To the extent a response is required, Uber denies the allegations in Paragraph 47 of the Complaint.

RESPONSE TO PARAGRAPH NO. 48:

Paragraph 48 of the Complaint does not require a response because the related claim was dismissed by the Court in PTO 28. To the extent a response is required, Uber denies the allegations in Paragraph 48 of the Complaint.

RESPONSE TO PARAGRAPH NO. 49:

Paragraph 49 of the Complaint does not require a response because the related claim was dismissed by the Court in PTO 28. To the extent a response is required, Uber denies the allegations in Paragraph 49 of the Complaint.

RESPONSE TO PARAGRAPH NO. 50:

Paragraph 50 of the Complaint does not require a response because the related claim was dismissed by the Court in PTO 28. To the extent a response is required, Uber denies the allegations in Paragraph 50 of the Complaint.

RESPONSE TO PARAGRAPH NO. 51:

Paragraph 51 of the Complaint does not require a response because the related claim was dismissed by the Court in PTO 28. To the extent a response is required, Uber denies the allegations in Paragraph 51 of the Complaint.

RESPONSE TO PARAGRAPH NO. 52:

Paragraph 52 of the Complaint does not require a response because the related claim was dismissed by the Court in PTO 28. To the extent a response is required, Uber denies the allegations in Paragraph 52 of the Complaint.

RESPONSE TO PARAGRAPH NO. 53:

Paragraph 53 of the Complaint does not require a response because the related claim was dismissed by the Court in PTO 28. To the extent a response is required, Uber denies the allegations in Paragraph 53 of the Complaint.

RESPONSE TO PARAGRAPH NO. 54:

Paragraph 54 of the Complaint does not require a response because the related claim was dismissed by the Court in PTO 28. To the extent a response is required, Uber denies the allegations in Paragraph 54 of the Complaint.

RESPONSE TO PARAGRAPH NO. 55:

Paragraph 55 of the Complaint does not require a response because the related claim was dismissed by the Court in PTO 28. To the extent a response is required, Uber denies the allegations in Paragraph 55 of the Complaint.

RESPONSE TO PARAGRAPH NO. 56:

Paragraph 56 of the Complaint does not require a response because the related claim was dismissed by the Court in PTO 28. To the extent a response is required, Uber denies the allegations in Paragraph 56 of the Complaint.

RESPONSE TO PARAGRAPH NO. 57:

Paragraph 57 of the Complaint does not require a response because the related claim was dismissed by the Court in PTO 28. To the extent a response is required, Uber denies the allegations in Paragraph 57 of the Complaint.

RESPONSE TO PARAGRAPH NO. 58:

Paragraph 58 of the Complaint does not require a response because the related claim was dismissed by the Court in PTO 28. To the extent a response is required, Uber denies the allegations in Paragraph 58 of the Complaint.

RESPONSE TO PARAGRAPH NO. 59:

Paragraph 59 of the Complaint does not require a response because the related claim was dismissed by the Court in PTO 28. To the extent a response is required, Uber denies the allegations in Paragraph 59 of the Complaint.

RESPONSE TO PARAGRAPH NO. 60:

Paragraph 60 of the Complaint does not require a response because the related claim was dismissed by the Court in PTO 28. To the extent a response is required, Uber denies the allegations in Paragraph 60 of the Complaint.

RESPONSE TO PARAGRAPH NO. 61:

Paragraph 61 of the Complaint does not require a response because the related claim was dismissed by the Court in PTO 28. To the extent a response is required, Uber denies the allegations in Paragraph 61 of the Complaint.

RESPONSE TO PARAGRAPH NO. 62:

Uber denies the allegations in Paragraph 62 of the Complaint.

RESPONSE TO PARAGRAPH NO. 63:

Uber denies the allegations in Paragraph 63 of the Complaint.

RESPONSE TO PARAGRAPH NO. 64:

Uber denies the allegations in Paragraph 64 of the Complaint.

RESPONSE TO PARAGRAPH NO. 65:

Uber denies the allegations in Paragraph 65 of the Complaint.

RESPONSE TO PARAGRAPH NO. 66:

Uber is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 66 of the Complaint and therefore denies the same.

RESPONSE TO PARAGRAPH NO. 67:

Uber denies the allegations in Paragraph 67 of the Complaint.

RESPONSE TO PARAGRAPH NO. 68:

Uber denies the allegations in Paragraph 68 of the Complaint.

RESPONSE TO PARAGRAPH NO. 69:

Uber denies the allegations in Paragraph 69 of the Complaint.

RESPONSE TO PARAGRAPH NO. 70:

Uber denies the allegations in Paragraph 70 of the Complaint.

RESPONSE TO PARAGRAPH NO. 71:

Uber denies the allegations in Paragraph 71 of the Complaint, except Uber admits that at certain points in time, some individuals with access to the driver version of the Uber app have had access to a “Record My Ride” feature.

RESPONSE TO PARAGRAPH NO. 72:

Uber denies the allegations in Paragraph 72 of the Complaint.

RESPONSE TO PARAGRAPH NO. 73:

Uber denies the allegations in Paragraph 73 of the Complaint.

RESPONSE TO PARAGRAPH NO. 74:

Uber denies the allegations in Paragraph 74 of the Complaint.

RESPONSE TO PARAGRAPH NO. 75:

Uber denies the allegations in Paragraph 75 of the Complaint.

RESPONSE TO PARAGRAPH NO. 76:

Uber denies the allegations in Paragraph 76 of the Complaint.

RESPONSE TO PARAGRAPH NO. 77:

Uber denies the allegations in Paragraph 77 of the Complaint.

RESPONSE TO PARAGRAPH NO. 78:

Uber denies the allegations in Paragraph 78 of the Complaint.

RESPONSE TO PARAGRAPH NO. 79:

Uber denies the allegations in Paragraph 79 of the Complaint.

RESPONSE TO PARAGRAPH NO. 80:

Uber denies the allegations in Paragraph 80 of the Complaint.

RESPONSE TO PARAGRAPH NO. 81:

Uber denies the allegations in Paragraph 81 of the Complaint.

AFFIRMATIVE & OTHER DEFENSES

1. *Intervening/superseding criminal act.* The damages of which Plaintiff complains were proximately caused or contributed to by the criminal acts of other persons.
2. *Failure to join indispensable parties.* Plaintiff's claims are barred by her failure to join parties who are necessary and indispensable, including the driver who allegedly committed the acts giving rise to her lawsuit.
3. *Good faith.* Defendants acted in good faith, dealt fairly with Plaintiff, and gave adequate warnings to Plaintiff with regard to all known or reasonably knowable risks associated with the use of the Uber service.
4. *Independent contractor.* Plaintiff's claims are barred, in whole or in part, under the independent contractor defense, as the driver alleged to have committed the acts giving rise to this lawsuit was independently responsible for his own means, methods, and actions.
5. *Apportionment of fault/comparative fault.* Any alleged damages awarded to Plaintiff must be apportioned according to the respective fault of the parties, persons and entities who contributed to Plaintiff's supposed losses or injuries.
6. *Consent/assumption of risk.* Plaintiff consented to the use of the Uber service knowing the nature and potential risks surrounding that service.
7. *Offset/failure to mitigate damages.* Plaintiff is not entitled to recover any damages due to her own failure to take reasonable efforts to mitigate the amount of those damages. And to the extent she has

mitigated her damages, the costs incurred by Plaintiff were (or will be) borne, in whole or in part, from collateral sources, including through insurance.

8. *Joint and several liability.* Any liability for any non-economic damages awarded to Plaintiff must be limited by California Civil Code § 1431.2, which limits Uber's responsibility to its proportionate share of those damages.
9. *Prior release/limitation of liability and damages (Terms of Use).* Plaintiff's claims are barred by a prior release of all claims pursuant to Uber's Terms of Use, which disclaim any liability or damages resulting from the actions of third-party drivers.
10. *Abstention.* The Court should abstain from adjudicating Plaintiff's claims in deference to the limitations provided by California Public Utilities Code Section 1759.

JURY TRIAL DEMANDED

Defendants hereby demand a trial by jury on all issues so triable.

DATED: August 5, 2025

Respectfully submitted,

/s/ Laura Vartain Horn

Laura Vartain Horn

Laura Vartain Horn (SBN 258485)
laura.vartain@kirkland.com
KIRKLAND & ELLIS LLP
555 California Street, Suite 2700
San Francisco, CA 94104
Telephone: (415) 439-1625

Allison M. Brown (Admitted *Pro Hac Vice*)
KIRKLAND & ELLIS LLP
2005 Market Street, Suite 1000
Philadelphia, PA 19103
Telephone: (215) 268-5000
alli.brown@kirkland.com

Jessica Davidson (Admitted *Pro Hac Vice*)
KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, NY 10022
Telephone: (212) 446-4800
jessica.davidson@kirkland.com

Attorneys for Defendants
UBER TECHNOLOGIES, INC.,
RASIER, LLC, And RASIER-CA, LLC

CERTIFICATE OF SERVICE

I hereby certify that on August 5, 2025, I electronically filed the foregoing document with the Clerk of the Court using the CM/ECF system, which will automatically send notification of the filing to all counsel of record.

By: /s/ Laura Vartain Horn

Laura Vartain Horn